

- ☐ New Application P.A.; Cont.; CIP; Div.;
Provisional; Converted Provisional
(Specification, Claims; Abstract)
☐ Bibliographic Data Sheet
☐ Declaration/Power of Attorney
☒ Assignment
☐ Verified Statement
☐ Formal Drawing
☐ Informal Drawings
☐ Amendment/Response

Total Pages

- ☐ Mo. Extension of Time
☐ Notice of Appeal
☐ Appeal Brief
☐ Issue Fee Transmittal
☐ Check No. _____ Amt.: _____
☐ Check No. _____ Amt.: _____
☒ Serial No. 09/686,470
☐ Other _____

Total Pages

Name of Inventor(s): McGANN, ET AL.

Title of Invention: DISTRIBUTED SESSION...

Client or Applicant: 12 TECH.

BB File No.: 020431.0972

Mailed: 7/27/01

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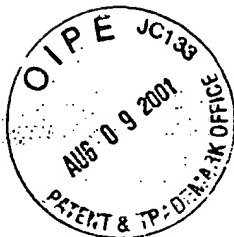
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Received in the U.S. Patent & Trademark Office

In Re Application of

Conor McGann, et al.

Serial No. 09/686,470; October 11, 2000

Distributed System Services

Enclosed:

1. Assignment and Assignment Cover Sheet;
2. Our check in the amount of \$40.00
3. Our return postcard

Client: I2 Technologies, Inc.

Docket No. 0544MH-40022 (RM 223)

Mailed: April 27, 2001

JEW/mas

cc: Roxanne Morgan, Esq.

HILL & HUNN LLP

MAY 10 2001

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APR 30

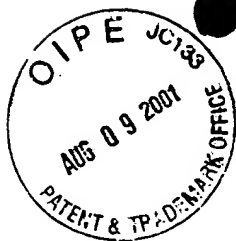


EXHIBIT A

U.S. Patent Applications

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Appln. No.

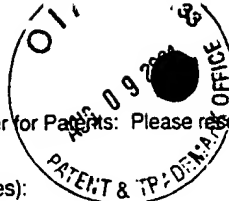
Filing Date

Title

09/686470

10/11/2000

Distributed Session Services



To the Assistant Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Conor McGann
Bruce Macartney-Filgate

2. Name and address of receiving party(ies):

Name: J2 Technologies, Inc.

Internal Address: 11701 Luna Road, Dallas, Texas 75234

Additional name(s) of conveying party(ies) attached? Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Street Address: 11701 Luna Road

Technology Center 2100

City: Dallas State: Texas ZIP: 75234

Execution Date: 04/20/01

Additional name(s) & address(es) attached? Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/686,470

B. Patent No.(s)

Additional numbers attached: Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kenneth C. Hill

Internal Address: Hill & Hunn LLP

201 Main Street, Suite 1440

Fort Worth, Texas 76102

Street Address: Hill & Hunn LLP

201 Main Street, Suite 1440

City: Fort Worth State: Texas ZIP: 76102

6. Total number of applications and patents involved 1

7. Total fee (37 CFR 1.21(h)) \$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account (or Authorized to charge deposit account for any additional fees due)

8. Deposit account number:

50-1060

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James E. Walton

Name of Person Signing

James E. Walton
Signature

8/27/01
Date

Total number of pages including cover sheet, attachments, and documents: 2

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Patents

Box Assignments

Washington, D.C. 20231

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PATENT APPLICATION ASSIGNMENT

WHEREAS, WE, **Conor McGann**, having a correspondence address of 7740 Yaupon Drive, Austin, Texas 78759; and **Bruce Mac~~Cartney~~-Filgate**, having a correspondence address of 7200 Rain Creek, Austin, Texas 78759 have invented new and useful improvements in a/an

RHYTHM DISTRIBUTED SESSION SERVICE

for which application is being made for Letters Patent, said application being filed herewith further identified as U.S. Patent Application No. **09/686,470**, filed **October 11, 2000**, further identified as **0544MH-40022**.

WHEREAS, **i2 TECHNOLOGIES, INC.**, a corporation of the State of Delaware, having a correspondence address at 11701 Luna Road, Dallas, Texas 75234, is desirous of acquiring our entire right, title and interest in said application and any Letters Patent which may issue thereon:

NOW THEREFORE, be it known by all whom it may concern that for and in consideration of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and other good and valuable consideration, I hereby assign to said corporation for the territory of the United States of America and the entire world our entire right, title and interest in and to said invention, including any and all provisional and non-provisional patent applications, that may be filed thereon, including divisional, continuation, and continuation-in-part applications and any patents which may issue therefrom, and including all priority and patent rights for patent applications and patents foreign to the United States of America.

I HEREBY covenant and agree that I will at any time, upon the request and at the expense of said corporation, execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the title to said invention, applications and patents, and I authorize the Commissioner of Patents and Trademarks to issue Letters Patent to said corporation.

IN TESTIMONY WHEREOF, I execute this assignment on the date set forth below my name.

Date: 4/20/01 *Conor McGann*
Conor McGann

Date: 4/20/01 *Bruce Macartney-Filgate*
Bruce Mac~~Cartney~~-Filgate
Macartney-Filgate

FORM PTO-1595
1-31-92RECORDATION FORM COVER SHEET
PATENTS ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name and Address of Conveying Party(ies):

i2 Technologies, Inc.
11701 Luna Road
Dallas, Texas 75234

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

2. Name and Address of receiving Party(ies):

Name: i2 Technologies US, Inc.
Internal Address:
Street Address: 11701 Luna Road
City: Dallas
State: Texas Zip: 75234

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Technology Center 2100

3. Nature of conveyance:

☒ X

Assignment

☐ Merger☐ Security Agreement☐ Change of Name☐ OtherAdditional name(s) & address(es)
attached?☐ Yes☒ X☐ No

Effective Date: July 1, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) 09/686,470

B. Patent No.(s)

☐ Yes☒ X☐ No

Additional Numbers attached?

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christopher W. Kennerly
Internal Address: Baker Botts L.L.P.
Street Address: 2001 Ross Avenue, Suite 600
City: Dallas
State: Texas Zip: 75201-2980

6. Total number of applications and patents involved: One

7. Total Fee (37 CFR 3.41): \$40.00

☐ Enclosed☒ X

Authorized to be charged to deposit account

8. Deposit account number:

02-0384

(Attach Duplicate Copy of this page if paying by deposit account)

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9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Christopher W. Kennerly
Name of Person Signing

Signature

Date

7/26/01

Total number of pages including cover sheet

12

OMB No. 0651-0011 (exp.4/94)

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U.S. Patent and Trademark Office

DAL01:619238.IDAL01:465665.1

NUNC PRO TUNC PATENT ASSIGNMENT

WHEREAS, i2 TECHNOLOGIES, INC. (hereafter "Assignor"), a Delaware corporation, having an address of 11701 Luna Road, Dallas, Texas 75234, is the owner of the patents and patent application set forth on Exhibit A attached hereto and the inventions described and claimed therein (hereafter the "Patent Property"); and

WHEREAS, i2 TECHNOLOGIES US, INC. (hereafter "U.S. Assignee"), a Nevada corporation, having an address of 11701 Luna Road, Dallas, Texas 75234, did acquire all right, title and interest in and to the Patent Property in the United States of America as the result of an assignment of the Patent Property on July 1, 2001.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over *Nunc Pro Tunc* to U.S. Assignee, all right, title and interest in and to the Patent Property in the United States of America, as well as all provisionals, continuations, divisions, and continuations-in-part of said Patent Property, and all reissues and extensions thereof, the same to be held and enjoyed by U.S. Assignee for its own use and benefit, and for the use and benefit of its successors, assigns, or legal representatives, to the end of the term or terms for which such Patent Property may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in U.S. Assignee.

Assignor also assigns unto U.S. Assignee all claims for damages by reason of infringement in the United States of America prior to the assignment date of the Patent Property, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

Assignor also will communicate to U.S. Assignee any facts known to it respecting any improvements; and, at the expense of U.S. Assignee, will testify in any legal proceedings, sign all lawful papers, execute all provisional, divisional, continuation, continuation-in-part, reissue and substitute applications, make lawful oaths and declarations, and generally do everything possible to vest such right, title, and interest in U.S. Assignee and to aid U.S. Assignee to obtain and enforce proper protection for said Patent Property.

IN WITNESS WHEREOF, this Patent Assignment has been duly executed on the
date and in the capacity shown below.

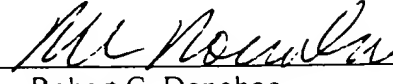
i2 TECHNOLOGIES, INC.

By: 
Robert C. Donohoo

Its: Corporate Secretary and
Corporate Counsel

Date: July 18, 2001

i2 TECHNOLOGIES US, INC.

By: 
Robert C. Donohoo

Its: Vice President

Date: July 18, 2001

CONTRIBUTION AND ASSIGNMENT AGREEMENT

THIS CONTRIBUTION AND ASSIGNMENT AGREEMENT is made and entered into on June __, 2001 and effective as of July 1, 2001 by and between i2 Technologies, Inc., a Delaware corporation ("Assignor") and i2 Technologies US, Inc., a Nevada corporation ("Assignee").

RECITALS

1. Assignor desires to contribute all of its right, title and interest in and to certain of its assets to Assignee in exchange for 1,000 shares of common stock, par value \$0.01 per share (the "Shares"), of Assignee, and Assignee desires to accept such contribution of such assets on the terms and conditions set forth in this Agreement.

2. Assignor desires to assign to Assignee, and Assignee is willing to assume, certain of its liabilities, obligations, contracts and commitments, on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. Unless the context clearly requires otherwise, the following capitalized terms will have the following meanings when used in this Agreement:

"Agreement" means this Contribution and Assignment Agreement, as it may be modified, supplemented or amended from time to time.

"Assets" means all of the Assignor's assets, properties, Contracts, Equipment, Intellectual Property, Third-Party Intellectual Property and contractual rights including, but not limited to, those items as may be listed on Exhibit A from time to time; provided, however, that the term "Assets" will not include (a) any securities owned by Assignor with respect to its partially or wholly owned subsidiaries, (b) any employment contracts relating to the executive officers of Assignor (other than payment obligations, which shall become the obligation of Assignee), (c) any employee benefit plans of Assignor, (d) any indentures, debt instruments and rights relating to any debt or equity securities issued by Assignor, and (e) any other assets identified by Assignor as not being assigned.

"Assignee" means i2 Technologies US, Inc., a Nevada corporation.

"Assignor" means i2 Technologies, Inc., a Delaware corporation.

"Copyright(s)" means all forms of proprietary rights granted by the United States government with respect to an original work of authorship fixed in any tangible medium of oppression from which it can be perceived, reproduced, or otherwise communicated relating to the Assignee's business and Technology.

"Know-How" means all factual knowledge and information related to the Assignor's business and Technology which is not capable of precise, separate description but which, in an accumulated form, after being acquired as a result of trial and error, gives to the one acquiring it the ability to produce and market something which one otherwise would not have known how to produce and market with the same accuracy or precision necessary for commercial success, provided however, that such knowledge and information is not in the public domain or readily available to any third party other than a limited number of persons who have agreed to keep that information secret.

"Intellectual Property" means all intellectual property rights including, without limitation, Patents, Copyrights, Trade Secrets, Know-How, Trademarks and Trade Names that Assignor owns, or that another has assigned to Assignor.

"Patent(s)" means all forms of proprietary rights granted by the United States government with respect to a design or an invention, including patents and certificates of addition, utility models, and enforceable patent applications, i.e., those under which injunctive relief is available, as well as, any continuation, division, extension, renewal, revival, or reissue thereof or substitution therefor relating to the Assignor's business and Technology.

"Technical Information" means any material in human or machine readable form which embodies or describes the Technology.

"Technology" means any and all compositions, articles of manufacture, processes, apparatus; data, writings and works of authorship (including, without limitation, software, protocols, program codes, audio-visual effects created by program code, and documentation relating thereto); drawings and other tangible items (including, without limitation, materials, samples, components, tools, and operating devices, prototypes and engineering models) related to the Assignor's business.

"Trade Secrets" means any Technical Information and Business Information that generally facilitates the sale of products, increases revenues, or provides an advantage over the competition and is not generally known.

"Trademark(s)" means all forms of proprietary rights granted by the United States government with respect to any word, name, symbol or device, or any combination thereof, used to identify and distinguish goods related to the Assignor's business and Technology and all goodwill associated therewith.

ARTICLE II CONTRIBUTION AND ASSIGNMENT

2.1 Contribution and Assignment. Assignor hereby contributes, transfers and assigns to Assignee all of its right, title and interest in the Assets, and will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered each and all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, consents and assurances as may reasonably be necessary to evidence, perfect or complete the transfer, assignment and conveyance of the Assets to Assignee.

2.3 Further Agreements. Assignor and Assignee each agree to execute and deliver to the other such reasonable and appropriate additional documents, instruments or agreements and to take further actions as may be necessary or appropriate to effectuate the purposes of this Agreement and the orderly transfer of the Assets. The parties further agree to prepare a complete listing of the Assets assigned by this Agreement as soon as practicable following the effective time of the assignment.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES**

3.1 Representations and Warranties of Assignor. Assignor represents and warrants to Assignee as follows:

(a) Organization. Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

(b) Authority and Validity. Assignor has the corporate capacity to execute, deliver and perform its obligations under this Agreement and the other documents executed or required to be executed by Assignor in connection with this Agreement. This Agreement, such other documents and the consummation by Assignor of the transactions contemplated hereby and thereby have been authorized by appropriate corporate action of Assignor.

3.2 Representations and Warranties of Assignee. Assignee represents and warrants to Assignor as follows:

(a) Organization. Assignee is a corporation duly organized, validly existing and in good standing under the laws of the State of Nevada.

(b) Authority and Validity. Assignee has the corporate capacity to execute, deliver and perform its obligations under this Agreement and the other documents executed or required to be executed by Assignee in connection with this Agreement. This Agreement, such other documents and the consummation by Assignee of the transactions contemplated hereby and thereby have been duly authorized by appropriate corporate action of Assignee.

ARTICLE IV MISCELLANEOUS

4.1 Construction. In the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable during the term hereof, the validity of the other provisions of this Agreement shall be in no way affected thereby. All words not specifically used as defined terms herein shall be construed in conformity with the meanings commonly ascribed thereto, relative to the context in which each is used. To the extent provisions of this Agreement conflict with provisions of any other agreement entered into either simultaneously or after this Agreement, the provisions of such other agreement shall control.

4.2 Successors and Assigns; Assignment of Agreement. This Agreement shall bind and inure to the benefit of and be enforceable by Assignor and Assignee and the respective successors and assigns of Assignor and Assignee. No provision hereof shall be construed to create any right in any person not a party hereto.

4.3 Governing Law. This Agreement, including its formation, application, performance, enforcement, the relationship between the parties, and any claims, demands, causes of action and disputes in any way arising out of or related to it, shall be governed, construed and interpreted under the substantive law (and the law of remedies, if applicable) of the State of Delaware.

4.4 Jurisdiction and Venue. The District Court of the City and County of Dallas, Texas shall have exclusive jurisdiction, and shall be the exclusive venue for any and all controversies and claims arising out of or relating to this Agreement and a breach thereof, except as otherwise agreed by the parties.

4.5 Counterparts. This Agreement and any document executed in connection with this Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Contribution and Assignment Agreement as of the date first written above.

ASSIGNOR:

i2 TECHNOLOGIES, INC.

By: MC Donohoo
Name: Robert Donohoo
Title: Corporate Counsel

ASSIGNEE:

i2 TECHNOLOGIES US, INC.

By: MC Donohoo
Name: Robert Donohoo
Title: Corporate Counsel